

PRODUCT: 274 boxes of *Justrite Dressing* and 218 boxes of *Adhesive Justrite Patchettes* at New York, N. Y.

NATURE OF CHARGE: Adulteration, Section 501 (b), the product purported to be "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile.

Misbranding, Section 502 (b) (1), the product failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor; and, Section 502 (g), it was not packaged as prescribed by the United States Pharmacopoeia, since it was not packaged in such manner that sterility was maintained.

DISPOSITION: October 14, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2029. Adulteration of absorbent cotton. U. S. v. 246 Cartons of Absorbent Cotton. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 20984. Sample No. 43050-H.)

LIBEL FILED: September 12, 1946, District of Columbia.

ALLEGED SHIPMENT: On or about August 1, 1946, by the Acme Cotton Products Co., from Dayville, Conn.

PRODUCT: 246 cartons, each containing 50 1-pound packages, of *absorbent cotton* at Washington, D. C.

LABEL, IN PART: "U. S. P. Sixteen Ounce Sterilized Absorbent Cotton."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Absorbent Cotton," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality fell below the official standard since it had not been freed from adhering impurities as required by the standard, but contained considerable amounts of particles of cottonseed hulls and boll.

DISPOSITION: December 2, 1946. The Acme Cotton Products Co., Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for reprocessing under the supervision of the Food and Drug Administration.

2030. Adulteration and misbranding of prophylactics. U. S. v. 45 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 19963. Sample No. 54513-H.)

LIBEL FILED: May 31, 1946, Western District of South Carolina.

ALLEGED SHIPMENT: Shipper and date of shipment unknown.

PRODUCT: 45 gross of *prophylactics* at Anderson, S. C.

LABEL, IN PART: "X Cello's Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the product fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the statement "prophylactics" was false and misleading since the product contained holes.

DISPOSITION: July 3, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

DRUGS FOR HUMAN USE

2031. Misbranding of Testavins Tablets, Testox Tablets, and Glando-Plex Tablets. U. S. v. Veltex Co. and Irving Zulie Harris. Pleas of guilty. Fine, \$250 and costs. (F. D. C. No. 20157. Sample Nos. 455-H, 456-H, 22966-H, 23606-H.)

INFORMATION FILED: August 16, 1946, Northern District of Alabama, against the Veltex Co., a partnership, Birmingham, Ala., and Irving Zulie Harris, a member of the firm.

*See also Nos. 2001, 2004, 2007, 2008, 2010, 2015-2017, 2021-2023, 2026, 2027, 2030.

ALLEGED SHIPMENT: Between the approximate dates of March 15 and May 10, 1945, from the State of Alabama into the States of Georgia, Missouri, and Texas.

PRODUCT: These products were substantially of the same composition. They contained approximately 666 U. S. P. units of Vitamin B₁, 0.0005 gram of yohimbin hydrochloride, 0.05 gram of orchic substance, 0.15 gram of calcium glycerophosphate, 0.15 gram of sodium glycerophosphate, and 0.03 gram of nux vomica, per tablet. Nux vomica is a strychnine-bearing drug.

LABEL, IN PART: "Testavins * * * Tablets * * * Distributed by Vitamin Park * * * New York City," "Testox * * * Tablets * * * Distributed by Copy Boy Sales Co. * * * Atlanta 3 Ga.," and "Glando-Plex * * * Tablets * * * Distributed by Vigo Vitamin Co. San Antonio, Texas."

NATURE OF CHARGE: Misbranding, Section 502 (a), the statements in the labeling of the articles were misleading since they failed to reveal the fact that orchic substance is of no therapeutic value when taken by mouth, which fact is material in the light of the label statements, "Each Tablet Contains Orchic Substance 0.05 Gram" and "Directions—Take 2 to 3 Tablets"; Section 502 (e) (2), the labels failed to bear the name and quantity or the proportion of the strychnine contained in the articles; and, Section 502 (a), the label statements, "Testavins * * * Indicated in Functional Impotence of Neurasthenic Origin * * * Take 2 to 3 Tablets depending upon age and severity of case," "Testox [or "Glando-Plex"] * * * Directions—Take 2 to 3 Tablets depending upon age and severity of case * * * When desired effect is reached discontinue use," were false and misleading. The names of the articles and the statements quoted above, represented and suggested that the "Testavins" would be efficacious in the treatment of functional sexual impotence of neurasthenic origin, and that the "Testox" and "Glando-Plex" would be efficacious in the treatment of sexual impotence. The articles would not be efficacious for the purposes so represented and suggested.

DISPOSITION: August 19, 1946. Pleas of guilty having been entered, the defendants were fined \$250 and costs.

2032. Misbranding of estrogenic hormone. U. S. v. U. S. Standard Products Co. Plea of nolo contendere. Fine, \$300. (F. D. C. No. 17880. Sample Nos. 16266-H, 17512-H.)

INFORMATION FILED: June 17, 1946, Eastern District of Wisconsin, against the U. S. Standard Products Co., a corporation, Woodworth, Wis.

ALLEGED SHIPMENT: On or about February 2 and June 19, 1945, from the State of Wisconsin into the State of Illinois.

NATURE OF CHARGE: Misbranding, Section 502 (a), the label statements, "Estrogenic substances principally estrone and estradiol" and "Isolated from gravid mare's urine," were false and misleading. The statements represented and suggested that the estrogenic material present in the article was estrogenic substance as it naturally occurs in and is extracted from gravid mare's urine. Estrogenic substance as it naturally occurs in and is extracted from gravid mare's urine consists principally of estrone, whereas the estrogenic substance present in the article consisted principally of substances other than estrone.

DISPOSITION: November 18, 1946. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$300.

2033. Misbranding of Hy-De Tablets, Vitamin E Perles, Garlic Capsules, Vitamin A & D Tablets, Kelp Tablets, Alfa-Yerba Tea Tablets, Improved B Complex Tablets, Hy-C Tablets, No. 5 Glanzyme Tablets, and Sylx-Tron Tablets. U. S. v. Ryer Dietary Supplements Co., Inc. Plea of nolo contendere. Fine, \$100 on count 1; sentence suspended on the other counts. (F. D. C. No. 16581. Sample Nos. 81262-F to 81265-F, incl., 81267-F, 81269-F to 81272-F, incl.)

INFORMATION FILED: February 15, 1946, Southern District of California, against the Ryer Dietary Supplements Co., Inc., Lynwood, Calif.

ALLEGED SHIPMENT: From the State of California into the State of Missouri. The product was shipped between the approximate dates of June 10 and October 24, 1944, and a number of booklets entitled "Vitamin, Mineral and Glandular Therapy" were shipped on or about February 23, 1944.